negotiable document which the borrower was authorized to take out in substitution therefor.[15] The bank's only protection would be a notice on the face of the document to rebut the representation of title.[16]

In a recent Texas case *non-negotiable* compress receipts, secured by the borrower with proper authority in exchange for *negotiable* bills of lading, surrendered on "trust receipts," were sold to a *bonâ fide* purchaser. The bank was correctly allowed to reclaim the goods. *B. W. McMahan & Co.* v. *State Bank of Shawnee*, 160 S. W. 403 (Tex. Civ. App.). Since the mercantile view only applies to negotiable documents of title, the compress receipts can have no better standing than the goods themselves. If the goods themselves were sold, the bank's interest would not be cut off, even under the mercantile view, the purpose of which is merely to remove barriers against the free circulation of negotiable documents.[17] The two theories on which the mercantile view is placed do not afford equally satisfactory explanations of this result. If title to the goods was transmitted absolutely to the borrower by the indorsement, there must be an automatic revesting of the bank's interest at the instant when the borrower obtains manual possession of the goods. This cannot be accounted for on legal principles. The logical explanation is that where the bank has represented the borrower as owner on the face of the document, it is estopped from denying the truth of the representation to the damage of one who has given value relying upon it. Mere possession of the goods themselves or of a non-negotiable document does not amount to a representation of title.

RECENT CASES.

ADMIRALTY — TORTS — EFFECT OF STATE STATUTE ABOLISHING RIGHT RECOGNIZED BY MARITIME LAW. — A state statute abolished the common-law liability of employers for injury to employees and substituted therefor a compensation system. The plaintiff, being injured on a vessel within the state, sued in the admiralty court. *Held*, that the statute does not apply to admiralty causes, as any other construction will make it unconstitutional. *The Fred E. Sander*, 208 Fed. 724.

For an editorial note on the constitutionality of state legislation which takes away rights previously recognized in admiralty courts, see this issue of the REVIEW, p. 578.

AGENCY — NATURE AND INCIDENTS OF THE RELATION — AGENT ACTING FOR TWO PRINCIPALS. — An agent of the defendant insurance company issued a policy on property mortgaged to the plaintiff bank for half its value, "the loss, if any, payable to the mortgagee as his interest might appear."

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[15] Blydenstein *v.* N. Y. S. & T. Co., 67 Fed. 469; N. Y. S. & T. Co. *v.* Lipman, 157 N. Y. 551; *semble*, *In re* Dreuil & Co., 205 Fed. 568 (since the borrower was not authorized to take out negotiable receipts for the goods, the shipper was not responsible for the representation they contained).

[16] Such a notice was placed on the bills of lading in Farmers' & M. Nat. Bank *v.* Logan, 74 N. Y. 568; Dows *v.* Nat. Ex. Bank, 91 U. S. 618; Hieskell *v.* Farmers' Nat. Bank, 89 Pa. St. 155.

[17] Century Throwing Co. *v.* Muller, 197 Fed. 252; Moors *v.* Wyman, *supra*; and see Coker *v.* First Nat. Bank, 112 Ga. 71, 73; 37 S. E. 122, 123.

The insurance agent was also cashier of the insuring bank, the insurance company not being aware of this fact. Loss occurred to the property. *Held*, that the insurance company is liable. *Citizens' State Bank of Chautauqua* v. *Shawnee Fire Ins. Co.*, 137 Pac. 78 (Kan.).

It is not believed that the court's result or reasoning can be supported. *Greenwood Ice & Coal Co.* v. *Georgia Home Ins. Co.*, 72 Miss. 46, 17 So. 83. See 9 HARV. L. REV. 218. It is argued that there is nothing incompatible in the duties which the agent owed, in regard to this transaction, to his respective principals. If he served the plaintiff in an insignificant capacity, such as watchman, the result might be justified. *Northrup* v. *Germania Fire Ins. Co.*, 48 Wis. 420. But where he was simultaneously representative of the insurer and cashier of the insured, his dual interests would seem sufficiently antagonistic to invalidate the agreement at least as between the defendant and the bank. See 13 HARV. L. REV. 522, 27 HARV. L. REV. 282.

ATTORNEYS — ADMISSION TO THE BAR — ADMISSION OF WOMEN.— *Held*, that a woman is not eligible as a candidate for admission to the bar. *Bebb* v. *Law Society*, 50 W. N. (Eng.) 355 (High Ct. of Justice, Chan. Div.).

Some American courts, even without positive statutory enactment, have held women qualified to practice as attorneys. *In re Petition of Leach*, 134 Ind. 665, 34 N. E. 641. *In re Thomas*, 16 Colo. 441, 27 Pac. 707. Others have reached this result only after such enactments. ACTS AND RESOLVES, MASS. 1882, c. 139. *Robinson's Case*, 131 Mass. 376. A recent statute has granted to women the right to practice before the United States Supreme Court. U. S. COMP. STAT. 1901 (Suppl. 1911), Sec. 255. Thus American jurisdictions generally are committed to a view contrary to the unduly conservative stand taken by the English courts. See 8 HARV. L. REV. 174.

CARRIERS — DISCRIMINATION AND OVERCHARGE — INDUSTRIAL RAILWAYS. — *Held*, that the Interstate Commerce Commission is justified on the facts of this case in finding that an industrial railway, operating between the plant of its proprietary industries and the line carrier and serving other industries in addition, was a common carrier as to all others except its proprietary industry, and as to that it was a mere plant facility. *Crane Iron Works* v. *United States*, 209 Fed. 238.

Held, that it was an arbitrary exercise of power for the Interstate Commerce Commission to determine the nature of the service performed by an industrial railway merely by ascertaining whether or not the work was done for the proprietary industry. *Louisiana & P. Ry. Co.* v. *United States*, 209 Fed. 244.

The general situation of industrial railways and their effect upon the revenues of the public railroads is described in the *Industrial Railway Case*, 29 Inter. Com. Rep. 212. For a discussion of the principles involved in these three recent cases, see this issue of the REVIEW at page 580.

CARRIERS — LIMITATION OF LIABILITY — VALIDITY OF EXEMPTION FROM LIABILITY FOR NEGLIGENCE TO SLEEPING-CAR EMPLOYEES.— A porter on a Pullman car was killed by the negligence of the defendant railroad. Contracts between the porter and the Pullman company, and between that company and the defendant, exempted the latter from all liability for injury to the porter. His widow sues for his death. *Held*, that she may recover, the attempted exemption being against public policy. *Coleman* v. *Pennsylvania R. Co.*, 89 Atl. 87 (Pa.).

A common carrier, because of the disadvantageous position of the public and the danger of deterioration in service, cannot effectively contract against liability for negligence to a patron. *New York Central R. Co.* v. *Lockwood*, 17 Wall. (U. S.) 357. See 26 HARV. L. REV. 742. But in services beyond the